



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department Special District/County Fire Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Nikki Salas			Telephone 387-6007		Total Contract Amount Approx. \$73,000/yr	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: <u>Employment Contract</u>						
Commodity Code		Contract Start Date		Contract End Date		Amendment Amount
Fund SKX	Dept. 106	Organization 614	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No. 61460001	Amount _____
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			04/05	\$37,000	___	___
			05/06	\$60,000	___	___

THIS CONTRACT is entered into in the State of California by and between the Special Districts for the County of San Bernardino, hereinafter called the District, and

Name

Amy Toy

hereinafter called Staff Analyst I

Address

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

RECITALS

WHEREAS, the County Fire Department, County Service Area (CSA) 70, requires the services of an Staff Analyst I; and

WHEREAS, the County Fire Department, County Service Area (CSA) 70, desires to contract with Contractor for Staff Analyst I, and

WHEREAS, Contractor is qualified to perform such services;

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree as follows:

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I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

This position will be responsible for the following duties:

- Upon receipt of grant application packages, identify matching funds (identify source and availability).
- Upon award and prior to acceptance assign and activate new organization number to be used on Board Agenda Items, assign fund codes, and make detailed entries into an internal grant system in budget preparation system.
- Review and verify accounting codes on accepted Board Agenda Items, prepare new grant information including: forms, files, and reporting format.
- Approve purchases upon receipt of bids (assign low value purchase approval and obtain purchase request numbers). After matching requested items to approved items list, ensure order has been received and invoice is approved for payment.
- Place coding on invoices for use on payment documents.
- Submit coded invoices to Fiscal for preparation and processing of payment documents.
- Maintain all grant documentation in audit files.
- Run monthly transaction queries for scheduled reporting and identify missing documents for recovery.
- Perform scheduled financial reporting on grants.
- Design new reporting format as needed.
- Trouble shoot department's grant accounting; make recommendations for improvement (system, reporting and processes).
- Perform other duties as assigned.

II. CONFLICT OF INTEREST

As a condition of employment, the Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the Board Governed District's Personnel Rules as follows:

No employee shall engage in any business or transaction or shall have a financial or other personal interest or association whether direct or indirect, which is a conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active District employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the current provision of California Government Code Sections 1090 and may be subject to other applicable provisions of the Government Code and the regulations promulgated pursuant to Sections 87100 et seq., as well as the Conflict of Interest Code adopted by the District.

III. TERM

This agreement is for a one (1) year term from the date of execution by the parties and shall be automatically renewed on each anniversary date of the execution of the agreement for an additional one (1) year term unless terminated earlier as provided herein. Notwithstanding the foregoing, either party may terminate this contract at any time without cause with a fourteen (14)-calendar day prior written notice to the other party. Further, the District may terminate this contract immediately for just cause. The Contractor shall serve at the pleasure of the Fire Chief, who shall have the full authority and discretion to exercise District rights under this paragraph.

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IV. COMPENSATION

- A. Upon the effective date of this contract, Contractor shall be considered a contract employee in the Unclassified Service pursuant to the Personnel Rules of the Board Governed Special Districts.
- B. Contractor shall be compensated for services rendered at rate of \$24.92 per hour, not to exceed forty (40) hours per week. Payment for services shall be made bi-weekly in accordance with procedures established by the County Auditor/Controller/Recorder. Contractor shall not work in excess of forty (40) hours per week without receiving express prior authorization from the Fire Chief, or designee. Any hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the Contractor's regular rate of pay.
- C. Except as provided herein, Contractor shall receive the same economic benefits as are provided to employees in the District's Non-Represented Compensation Plan. Contractor shall receive the benefit of any cost-of-living increases granted to the Non-Represented Compensation Plan. Contractor shall not be eligible to receive any step advances, unless this contract is amended in writing, and approved by the Board of Supervisors.

V. GENERAL PROVISIONS RELATING TO CONTRACTOR

- A. Submission of hours worked shall be recorded on the District's Time and Labor Report (TLR).
- B. If services to be performed under this contract require Contractor to drive a vehicle, the Contractor must possess a valid California driver's license at all times during the performance of this Contract.

The Contractor agrees to allow the District to obtain a Department of Motor Vehicles report of the Contractor's driving record.

In order for the Contractor to be able to use a private vehicle during the performance of this contract, the Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- 1. Fifteen thousand dollars (\$15,000) for single injury of death;
- 2. Thirty thousand dollars (\$30,000) for multiple injury or death;
- 3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed cause for termination of this contract, pursuant to Section III.

- C. The Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) business days of the effective date of this contract. The Contractor shall submit to a pre-employment medical examination through the County's Center for Employee Health and Wellness.
- D. The Contractor shall receive only the benefits and compensation specifically set forth in this contract. The contract provides for the full compensation to the Contractor for the services required hereunder.
- E. The District's General Liability and Worker's Compensation insurance shall cover the Contractor during the hours actually worked under this contract.

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- F. The District may cancel any shift assigned to Contractor four (4) hours prior to the beginning of said shift.
- G. The Contractor is not entitled to utilize the District's grievance procedure.

VI. CONCLUSION

This contract, consisting of five (5) pages, is the full and complete understanding describing services regarding the Contractor's rights and obligations of the parties including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

►
Dennis Hansberger, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

Title _____
(Print or Type)

Dated: _____

By _____
Deputy

Address _____

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►
County Counsel

►

►
Department Head

Date _____

Date _____

Date _____

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